

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into as of November 16; 2021 (the "Effective Date") by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA") having an address at 735 NE 125 Street, Suite 100, North Miami, Florida 33161, and **Dinizulu Gene Tinnie**, a individual (the "Artist") having an address at 80 NW 51<sup>ST</sup> Street, Miami, FL 33127-2114, USA.

### RECITALS

1. Pursuant to a separate written agreement, the NMCRA previously engaged the Artist to provide certain services including the provision of art, designs and products (collectively, the "Art") to the NMCRA.

2. The Artist desires to provide the NMCRA with a license to reproduce the Art for commercial purposes, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Grant of License.** Artist hereby grants to NMCRA an exclusive, non-transferable, fully paid license and right to use and reproduce the Art including the Artist's name and likeness for commercial purposes and for its own account in its sole and absolute discretion (the "License"). Without limiting the forgoing, the NMCRA may reproduce the Art in various mediums including, but not limited to, limited edition prints, books, clothing, beverage containers, mouse pads etc. The NMCRA may offer such reproductions for sale and distribution, and shall be entitled to all revenue received therefrom. The License may also be used by the NMCRA for its marketing and provision of redevelopment services, and may be included on the NMCRA website, other platforms, media sources and advertising.

2. **Quality Control.** NMCRA shall use the License in accordance with general standards of quality applicable to the industry. If at, any time, NMCRA's use of the License shall fail to conform with such standards of quality, Artist shall so notify the NMCRA in writing. Upon such notification, the NMCRA shall promptly cure the non-compliant condition.

3. **Protection of License.** NMCRA agrees that the License any and all rights that may be acquired by the use of the License shall inure to the sole benefit of the NMCRA. In the event that NMCRA learns of any actual or threatened infringement or unauthorized use of the License, NMCRA shall promptly notify the Artist, giving particulars thereof, and NMCRA shall provide information and assistance to the Artist in the event that the Artist decides that proceedings should be commenced or defended. Any such proceedings may only be brought, defended or maintained by the Artist, will be at the expense of Artist.

NMCRA: Rasha Cameau, Executive Director  
North Miami Community Redevelopment Agency  
735 NE 125 Street, Suite 100  
North Miami, Florida 33161  
Telephone No. (305) 895-9839  
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz  
NMCRA Attorney  
Spiritus Law LLC  
2525 Ponce De Leon Boulevard, Suite 1080  
Coral Gables, Florida 33134  
Telephone No. (305) 407-1937  
Facsimile No. (305) 204-9129

Artist:

Gene S. TUNICE  
80 NW 51<sup>st</sup> Street  
Miami, FL  
33127-2114  
\_\_\_\_\_  
\_\_\_\_\_

7.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.6 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

7.7 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County, Florida.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

**ARTIST:**

Gene S. Tinnie  
a individual

By: [Signature]  
Name: Gene S. Tinnie  
Title: Artist

**NMCRA:**

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: \_\_\_\_\_  
Rasha Cameau  
Executive Director

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
CRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Spiritus Law LLC  
CRA Attorney